

## Residential Cottage Site Lease Assignment Instructions

### **NOTE: Assignment of a State Lease is Required Upon Sale or Transfer of Leasehold Interest or Change In Business Entity**

- ✓ **Current Lease Document.** You must submit the original lease that is currently in effect. If the current lease with original signatures is not available, then the Assignor must complete an Affidavit of Loss, a copy of which may be obtained by request or on the IDL website at <http://www2.state.id.us/lands/>. DO NOT send an expired lease or a copy of your lease.
- ✓ **Residential Cottage Site Lease Assignments:** An individual or a married couple may hold only one residential cottage site lease, as per IDAPA 20.03.13.020.02.
- ✓ **Premium Rent.** Lease terms require a premium rent of 10% of the leasehold value be paid to the Department of Lands at the time of sale.
- ✓ **TWO (2)** complete original fully executed, notarized assignment forms must be submitted with the appropriate fees and documentation. Photocopies of signatures, partially completed or partially executed assignment forms or incomplete assignment packages will not be processed.
- ✓ **Assignment fee** must be submitted for each lease to be assigned: \$50 fee for each lease.
- ✓ **Rental** and any associated penalties for the current lease year must be paid and the lease must be in good standing before it can be assigned. In addition, if the lease contains a gross receipts requirement, a gross receipts report and any additional rent due therein must be paid for the portion of the year up to the date of assignment.
- ✓ **Proof of insurance**, per the terms of the lease, must be submitted with the assignment packet. Please provide a copy of the lease to your insurance agent to ensure compliance with the insurance requirements of the State of Idaho and this lease.
- ✓ **Mortgage.** A release of mortgage must be received if a mortgage has been recorded by the Idaho Department of Lands.
- ✓ **Assignments will not be finalized until all required documentation and fees have been received.**

The **ASSIGNOR** (Current Lessee) is the person or persons who are giving up their interest, right or title to the lease/leased lands; they are named on the lease. The **ASSIGNOR** completes the upper portion (see below) of the application. You must sign using the name(s) given on the lease. All lessees must sign as assignor; both application forms must have original signatures; all signatures must be notarized. **Note: There may only be one lessee of record/address for mailing purposes (i.e. billings).**

The **ASSIGNEE** (New Lessee) is the person or persons to whom interest, right or title to the lease is being sold or transferred. The **ASSIGNEE** completes the lower shaded portion of the application (see below). You must sign using the name(s) given at the top of the application (which should be the name(s) you will want on the lease). Both applications must have original signatures; all signatures must be notarized. It is the Assignee's responsibility to notify the county of change in ownership. If you need contact information we can provide that upon request.

The Assignee (New Lessee) legal name must be on the assignment forms.

**Divorce:** If your former spouse is a lessee and you wish to add a "new" spouse or remove the name of a "former" spouse, you must submit a copy of the divorce decree, including the property settlement or a quitclaim deed. If there is no spouse named on the current lease, but you are now or were married at any time during the ownership of the lease site, your spouse must sign as assignor even though they are not named as a lessee on the original lease.

- ✓ **Death:** If you wish to remove the name of a deceased lessee, you must submit a copy of the death certificate, along with documentation that gives you the legal authority to represent the deceased (such as a Will, Letters Testamentary, Appointment of Personal Representative, etc.).
- ✓ **Trusts:** Leases assigned to a trust can have only one individual or husband and wife designated as the sole contact for all billing and correspondence. To assign to a trust, we must have a copy of the trust or those portions of the trust that are applicable to the lease. The trust must have a name (i.e. John Doe Revocable Trust).
- ✓ A site inspection may be conducted to assure that the site is properly maintained and in compliance with lease terms.

**SUBMIT DOCUMENTATION TO:** IDAHO DEPARTMENT OF LANDS, Bureau of Surface and Mineral Resources, PO Box 83720, Boise, ID 83720-0050, **OR** to the appropriate area office. Please allow three (3) weeks for processing of this assignment. If you have questions, please call (208) 334-0200 or the area office.



**Bureau of Surface and Mineral Resources**  
**Application for Assignment**  
**Cottage/Residence Site Lease # \_\_\_\_\_**

For and in consideration of the full sale price of \_\_\_\_\_ dollars, with the leasehold value of \_\_\_\_\_ dollars and \_\_\_\_\_ dollars paid for improvements and/or personal property, the receipt of which is hereby acknowledged, we hereby sell, assign and transfer unto: (Assignee – New Lessee's Name(s)) \_\_\_\_\_  
\_\_\_\_\_ (Home address, City, State, Zip)

Telephone (\_\_\_\_\_) \_\_\_\_\_, all of our right, title and interest in State of Idaho Lease # \_\_\_\_\_

**A legal description and location of any improvements and/or personal property included in this transaction is attached hereto or submitted herewith.**

**ASSIGNOR(S) -- CURRENT LESSEE(S) SIGNATURE(S)**

We hereby swear and affirm that the information contained herein is true and correct to the best of our knowledge and that the consideration stated herein is the full and complete amount paid by the assignees to the assignors, and no additional payment has been or will be made.

\_\_\_\_\_  
**Signature of Assignor – Current Lessee**

\_\_\_\_\_  
**Signature of Assignor – Current Lessee**

State of \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me, a notary public in and for said

State, personally appeared \_\_\_\_\_ known to me to be the individual(s) that executed the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Residence

\_\_\_\_\_  
Commission Expires

**ACCEPTANCE AND ASSUMPTION BY ASSIGNEE(S) - NEW LESSEE(S)**

The undersigned, as Assignee(s) - New Lessee(s) above named, assumes and accepts the obligations and conditions of the above-described State of Idaho Lease and separately covenant with the State of Idaho that they will abide thereby during the term of said lease. Assignee(s) does hereby swear and affirm that the sum of \$ \_\_\_\_\_ is the full and complete amount of consideration paid by Assignee(s) to the Assignor(s) herein, and that no additional payment has been or will be made. Assignee(s) further understand that it is Assignee(s) responsibility to record the appropriate papers with the County in which the lease site is located in order to record the correct ownership.

\_\_\_\_\_  
**Signature of Assignee – New Lessee**

\_\_\_\_\_  
**Signature of Assignee – New Lessee**

State of \_\_\_\_\_ )  
: ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_ before me, a notary public in and for said

State, personally appeared \_\_\_\_\_ known to me to be the individual(s) that executed the within instrument, and acknowledged to me that he executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Residence

\_\_\_\_\_  
Commission Expires

Recorded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_. \_\_\_\_\_  
Bureau of Surface and Mineral Resources

\*\*\*\*\*OFFICE USE ONLY\*\*\*\*\*